



Request for Proposal (RFP) 10-JS-2020

Janitorial Services

Deadline for submissions:

Monday, November 9, 2020 by 3:00PM (EST)

## I. GENERAL

It is the intention of this Scope of Work (SOW) to set forth the requirements and conditions for performing janitorial/cleaning services (Monday thru Friday) at the PART facilities listed herein. The Contractor shall perform the required services at these locations and shall be qualified to furnish complete and efficient janitorial/custodial services; including all labor, supervision, cleaning materials, equipment and replacement products. Proposals will be accepted until 3:00PM (EST) November 10, 2020. The award shall be for 1 year with an option to extend 2 additional years on an annual basis at PART's discretion based on performance.

### RFP Schedule

Activity	Dates
Issue RFP	October 15, 2020
Site Visits (Optional)	October 21-27, 2020
Proposal Submission Due	November 9, 2020
Notification of Award	November 23, 2020
Contract Begins	December 1, 2020

To schedule a site visit, please contact Beth Lancaster, Grants & Procurement Specialist by email at: [bethL@partnc.org](mailto:bethL@partnc.org) or by calling 336-291-4322.

**Responses received after the date and time stated in the RFP will not be accepted and shall be returned unopened to the Contractor. Responses received at any other location than the aforementioned or after submission date and time shall be deemed non-responsive.** Responses should be signed by an official authorized to bind the Contractor to the provisions given in the SOW. Responses are to remain valid for at least 60 days.

Complete hard copy (1) response and flash drive electronic (1) copy to this RFP must be delivered to:

Name: Beth Lancaster, Grants & Procurement Specialist

Address: 107 Arrow Road, Greensboro, North Carolina 27409

Responses must be clearly marked on the outside of the package referencing: **RFP# 10-JS-2020**

Any bid protests shall be filed to PART, handled and resolved in a manner consistent with the requirements of Federal Transit Administration (FTA) Circular 4220.1F Third Party Contracting Guidelines dated March 18, 2013 as contained within the Piedmont Authority for Regional Transportation's Protest Procedures.

## II. SPECIFICATIONS

PART is requesting proposals from qualified firms for the provision of Janitorial Services for three facilities. It is the Authority's intent to award one contract for janitorial services at the below locations:

<u>PROPERTY NAME</u>	<u>PROPERTY ADDRESS</u>	<u>OCCUPIED SQ FT</u>
Administration Building	107 Arrow Rd. Greensboro, NC	13,720 sq. ft. (Exhibit C)
CTC Passenger Bus Hub	8310 W. Market St. Greensboro, NC	1,900 sq. ft. (Exhibit D)
Maintenance Building	8310 W. Market St. Greensboro, NC	2,300 sq. ft. (Exhibit E)

The Contractor shall provide janitorial services outlined below in the "Cleaning Specifications for All Sites". If additional cleaning services are required by PART (outside of those outlined below), the Contractor will bill those costs at a fixed-hourly rate as outlined in the RFP.

Failure of the Contactor to appear on any scheduled workday without the advance approval of the PART Facility Operations Specialist shall result in the deduction of total daily cost for that location. Each task shall be performed, as stated, without prodding or reminders by PART. Contractor's staff should report all maintenance issues to PART's Administrative Assistant immediately.

Professional certified cleaning supplies and equipment are needed to maintain a clean, healthy and sanitized property and will be provided by the Contractor (items include cleaning supplies and equipment used in normal janitorial service). The Contractor will also provide all replacement products including trash bags, toilet liners, paper towels, toilet paper and hand soap.

### Cleaning Specifications for All Sites

	Daily	Once a Week	Once a Month
Vacuum Carpets in Main Traffic Areas (Admin Building)	X		
Vacuum Carpets in Offices & Spot-Clean Visible Stains (Admin & Maint Bldgs)		X	
Brush/Clean Upholstery (All Sites)		X	
Dust Mop & Damp Mop Hard Floors (All Sites)	X		
Dust High Traffic Areas (All Sites)	X		
Dust Blinds & Window Sills (All Sites)		X	
Empty Waste & Recycle Bins & Replace Bags (All Sites)	X		
Sweep & Clean Entrance Ways (All Sites)	X		
Vacuum Mats at Entrances/Exits (All Sites)	X		
Clean & Sanitize Door Handles & Push Plates (All Sites)	X		
Clean Break Room Tables, Chairs, Sinks, Counters & Microwave (All Sites)	X		
Clean Vending Areas and Food Service Areas (CTC Hub)	X		
Vacuum and Sanitize Exercise Room/Equipment (Admin Building)	X		
Dust Lockers & Clean Showers in Maintenance Building (Maint Building)		X	
Sanitize Phones, Keyboards, Mouse (All Sites)		X	
Dust Exposed Surfaces on Desks & Office Furniture (All Sites)		X	
Dust Chairs/Benches (CTC Hub)	X		
Dust Air Vents (All Sites)			X
Re-fill Soap Dispensers, Paper Towels & Toilet Paper (All Sites)	X		
Sanitize & Mop Restrooms (All Sites)	X		
Spot Clean Walls Up to 10 ft (All Sites)		X	
Vacuum & Dust Conference Rooms & Board Room (Admin Building)		X	
Clean Refrigerators in Break Rooms (All Sites)			X
Clean & Sanitize Water Cooler & Drip Pan (Admin Building)	X		
Clean Interior Windows & Glass Partitions (All Sites)		X	
Clean Exterior Windows (All Sites)			X
Move City Trash Containers to Curb (Admin Building)		X	

**PART's Administration and Maintenance Buildings shall be cleaned and stocked between the hours of 5:30PM and 8:30PM Monday-Friday. The Bus Hub shall be cleaned after 9:00PM when the facility has closed.**

**It should be recognized and attention should be given that under our current COVID19 conditions the importance of cleaning all public areas of continuous use (door handles, bathrooms, etc.) will need thorough cleaning and lack of cleaning in these area will be grounds for immediate contract termination.**

### III. CONTRACTOR'S RESPONSIBILITIES FOR EMPLOYEES

All employees of the Contractor shall be, at all times, the sole employees of the Contractor, under its sole direction and not employees or agents of PART. The Contractor shall supply competent and physically capable employees. PART may require the Contractor to remove an employee whom PART deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment under the contract is not in the best interest of PART.

The Contractor shall provide supervision for all the services provided. The supervisor shall work with PART's Administrative Assistance for the Administration Building and the designated point of contact for the CTC Passenger Bus Hub and Maintenance Building.

Contractor's staff will be required to undergo a criminal background check prior to being provided access to PART facilities. It is the sole responsibility of the contractor to facilitate and pay for the background checks. The Contractor must present the written background check results to PART's contract administrator for review and approval prior to any building access. Once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to PART.

Each employee of the Contractor shall have and wear proper identification, provided by the Contractor, while on any location of the premises, inside or outside of PART's facilities. The Contractor will not allow smoking by his/her employees or consumption of food/drink while on PART property. It shall be the Contractor's responsibility to clean up any damage to PART property caused by any individual connected with the Contractor.

#### **Building Access and Restricted Areas**

PART will grant and enable interior access to the buildings. Any area(s) designated as "restricted" will remain so, unless otherwise changed by PART. Contractor's employees will be accompanied by staff when cleaning is required in any of the restricted areas. PART may identify, as it becomes necessary, any area(s) restrictive or non-restrictive without notification to the Contractor. Contractor will not be held liable for failing to clean any area to which they have not been granted access.

### IV. UNAUTHORIZED WORK

Neither the Contractor nor any of his/her employees shall perform any work, outside of this SOW or Contract Agreement, unless duly authorized by PART. The Contractor shall not be paid for any work performed outside of the SOW and Contract Agreement or any work performed by an employee not otherwise previously authorized.

### V. SPECIAL CONDITIONS FOR PROPOSED CONTRACTS

This contract's administrator or the Executive Director (if required) shall negotiate all aspects of the contract with the Contractor. The contract shall comply with all applicable laws, city licenses, and code provisions. The contract shall include certain clauses which will safeguard the interests of PART including, without limitations, cancellation for convenience, hold harmless/indemnity, no damages for delay and no adverse interest to PART's clauses. If needed, PART's Legal Counsel will provide assistance to PART during the negotiation of the contract.

The contract shall address, but not be limited to, the following terms and conditions:

- The Executive Director and/or the contract's administrator shall have sole authority to amend the contract on behalf of PART
- The Contractor shall not assign any portions of the contract, or any part of his/her operations, without written permission granted by PART through the contract's administrator and/or the Executive Director (if required)

- The Contractor shall comply with all local, state and federal directives, ordinances, rules, orders, and laws, as applicable to this SOW. Non-compliance with all local, state and federal directives, orders, and laws may be considered grounds for termination of the contract.
- If any individual member of the Contractor, or an employee of a Contractor, or an immediate family member of the same is a member of any board, commission, or agency affiliated with PART; that individual is subject to PART's Conflict of Interest Policy.
- Contractor shall include the name, office numbers, mobile numbers, and/or beeper numbers of the firm's intended contact. The contact shall be available at one of these contact numbers on a daily basis during at least regular business hours, Monday through Friday, for purposes of addressing complaints and receiving information as to contract performance.
- The Contractor shall agree to indemnify, defend and hold harmless PART and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all losses, costs, penalties, fines, damages, claims, expenses (including attorney's fees), liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with the performance or non-performance of the services contemplated by the contract which is or is alleged to be (1) directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (2) the failure of the Contractor to comply with any of the requirements specified within the contract, or the failure of the Contractor to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance under the contract. Contractor agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Contractor, or any of its subcontractor, if applicable and as provided above, for which the Contractor's liability to such employee or former employee would otherwise be limited to payments under state Workers Compensation or similar laws. The indemnifications will be interpreted to comply with North Carolina Statutes.
- All personnel of the Contractor must be covered by Workers Compensation, Unemployment Compensation and Liability Insurance. Within ten (10) days after notification of award, the Contractor shall furnish evidence of insurance to PART. Execution of a contract agreement is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame, but not in the manner prescribed in this RFP/SOW, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to PART. If the Contractor fails to submit the required insurance documents in the manner prescribed, within fifteen (15) calendar days after the Contractor has been awarded contract, the Contractor may be in default of the contract's terms and conditions. Under such circumstances, the Contractor may be prohibited from submitting future responses to PART. Information regarding any insurance requirements shall be directed to Beth Lancaster at 336-291-4322. Additionally, Contractor may be liable to PART for the cost of re-procuring the services, caused by Contractor's failure to submit the required documents.
- The Contractor shall hold harmless and indemnify PART for any errors in the provision of services and for any fines which may result from the fault of the Contractor.
- The Contractor agrees to provide access to PART, or to any of its duly authorized representatives, to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, for the purpose of audit, examination, excerpts, and transcriptions. The Contractor shall maintain and retain any and all books, documents, papers and records pertinent to the contract for three (3) years after PART makes final payment

under the contract and all other pending matters are closed. Contractor's failure to adhere to, or refusal to comply with, this condition shall result in the immediate cancellation of the contract by PART.

- Contractor warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services specified herein.

## VI. GENERAL FORMAT FOR PROPOSALS

To facilitate evaluation, the Contractor shall follow the format outlined in this section. Failure to follow the required format may, at the sole discretion of the Authority, result in rejection of the bid proposal. Responses should be prepared in a concise manner with an emphasis on completeness and clarity. Pertinent information and documents outlined in the RFP are required to be provided with Contractor's response. Failure to do so may be deemed non-responsive. Non-responsive submittals will receive no further consideration.

### **Title Page**

This page should contain the RFP#, name of the firm, address, telephone number and/or cell and email contact information for primary contact.

### **Table of Contents**

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents.

### **Proposal Letter**

Provide a Letter of Interest indicating the Janitorial Services Contract for which the firm is applying. Provide a narrative which addresses the SOW, the proposed approach to the work and any other information called by the SOW.

### **Qualifications of the Contracting Firm**

The Contractor shall have a minimum of three years previous experience in janitorial services for similar sized projects prior to the date of the RFP. Include the firm's number of years of experience, qualifications and any licenses or other pertinent information.

### **Client References**

The Contractor shall provide a list of three client references, at least one of which should be a current client, for whom the same or similar type of services described in the RFP are being provided. Information should include:

- Client name, address, email and phone number
- Description of services & size of facility
- Date services were provided
- Contract value

### **Qualifications of the Contracting Firm's Staff**

List the members of the firm's supervisory team. Provide a list of the personnel to be used on each project and their qualifications. Provide any other documentation which demonstrates their ability to satisfy the minimum qualification requirements.

### **DBE/MBE/WBE Participation**

PART, in accordance with Title VI of Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000-4 and Title 49, Code of Federal Regulations Part 23, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively assure that, in regard to any contract entered into pursuant to this

advertisement, DBE/MBE/WBE's will be afforded full opportunity to submit in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. For Contractors seeking DBE/MBE/WBE consideration, if any, in the evaluation process, Contractor must be certified by the City of Greensboro, State of North Carolina, or County as a DBE/MBE/WBE **prior** to proposal submission date. Additionally, the following documents must be submitted with your Statement of Qualifications (SOQ) Proposal, if applicable:

- Minority/Business Affairs Registration Affidavit or an affidavit from one of the above listed entities

**Price Proposal**

Contractor shall provide price breakdown for each facility showing costs for each building separately as shown below:

<b>Facility</b>	<b>Price Year 1</b>	<b>Price Year 2</b>	<b>Price Year 3</b>
Administration Building	\$	\$	\$
CTC Hub	\$	\$	\$
Maintenance Building	\$	\$	\$
Total Costs	\$	\$	\$
Hourly Rate (Additional Services)	\$	\$	\$

**Signed Qualifications Statement (Exhibit A)**

**Signed Federal Contract Clauses (Exhibit B)**

**FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY CONTRACTOR**

**VII. EVALUATION OF PROPOSALS**

Proposals will be evaluated by PART using the following criteria of Weighted Factor:

<b>Factor</b>	<b>Weight</b>
Reasonableness of the total cost or fee proposal	40
Meeting RFP requirements	25
Credentials and qualifications of the assigned staff	10
References and experience with similar organizations	15
DBE Participation	10

## EXHIBIT A

### Statement of Qualifications

I certify that all information contained in this SOQ is true; and I further certify that this SOQ is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a SOQ for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the SOQ, and certify that I am authorized to sign for the contracting firm. Please print the following and sign your name.

Firm's Name: \_\_\_\_\_

Principal Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_@\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_



## EXHIBIT B

### Federal Contract Clauses

The Piedmont Authority for Regional Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders/proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to the invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**The following documents should be reviewed and must be signed and returned with your project proposal.**

#### FEDERAL TRANSIT ADMINISTRATION

##### Federally Required and Other Model Contract Clauses

1. No Government Obligation to Third Party
2. Program Fraud and False or Fraudulent Statements
3. Access to Records and Reports
4. Federal Changes
5. Termination
6. Energy Conservation Requirement
7. Civil Rights Requirements
8. DBE (Disadvantage Business Enterprise)
9. Incorporation of FTA Terms
10. Recycled Products
11. Suspension and Debarment
12. Compliance with NC E-Verify

## **1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

### **Applicability to Contracts**

The No Obligation clause applies to all third-party contracts that are federally funded.

### **Flow Down**

The No Obligation clause extends to all third-party contractors and their contracts at every tier and sub recipients and their subcontracts at every tier.

### **No Federal Government Obligation to Third Parties.**

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

49 U.S.C. § 5323(I) (1)

31 U.S.C. §§ 3801-3812

18 U.S.C. § 1001

49 C.F.R. part 31

### **Applicability to Contracts**

The Program Fraud clause applies to all third-party contracts that are federally funded.

### **Flow Down**

The Program Fraud clause extends to all third-party contractors and their contracts at every tier and sub recipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

### **Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(I) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **3. ACCESS TO RECORDS AND REPORTS**

49 U.S.C. § 5325(g)

2 C.F.R. § 200.333

49 C.F.R. part 633

#### **Applicability to Contracts**

The record keeping and access requirements apply to all contracts funded in whole or in part with FTA funds. Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

#### **Flow Down**

The record keeping and access requirements extend to all third-party contractors and their contracts at every tier and sub recipients and their subcontracts at every tier.

#### **Access to Records and Reports**

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractor's access to the sites of performance under this contract as reasonably may be required.

### **4. FEDERAL CHANGES**

49 CFR Part 18

#### **Applicability to Contracts**

The Federal Changes requirement applies to all contracts.

#### **Flow Down**

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

**Federal Changes** - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## 5. TERMINATION

2 C.F.R. § 200.339

2 C.F.R. Part 200, Appendix II (B)

### **Applicability to Contracts**

All contracts in excess of \$10,000 must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.

### **Flow Down**

For all contracts in excess of \$10,000, the Termination clause extends to all third-party contractors and their contracts at every tier and sub recipients and their subcontracts at every tier.

### **Termination for Convenience (General Provision)**

PART may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in PART's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to PART to be paid the Contractor. If the Contractor has any property in its possession belonging to PART, the Contractor will account for the same, and dispose of it in the manner PART directs.

### **Termination for Default [Breach or Cause] (General Provision)**

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, PART may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by PART that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, PART, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

### **Opportunity to Cure (General Provision)**

PART, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to PART's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from PART setting forth the nature of said breach or default, PART shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude PART from also pursuing all available remedies against Contractor and its sureties for said breach or default.

### **Waiver of Remedies for any Breach**

In the event that PART elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by PART shall not limit PART's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

## **6. ENERGY CONSERVATION REQUIREMENTS**

42 U.S.C. 6321 et seq.

49 CFR Part 18

### **Applicability to Contracts**

The Energy Conservation requirements are applicable to all contracts.

### **Flow Down**

The Energy Conservation requirements extend to all third-party contractors and their contracts at every tier and sub recipients and their sub agreements at every tier.

**Energy Conservation** - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## **7. CIVIL RIGHTS LAWS AND REGULATIONS**

### **Applicability to Contracts**

The following Federal Civil Rights laws and regulations apply to all contracts.

1. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to: a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.  
b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.* and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
3. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 *et seq.*, and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 *et seq.*, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
4. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

### **Flow Down**

The Civil Rights requirements flow down to all third-party contractors and their contracts at every tier.

## **Civil Rights and Equal Opportunity**

PART is an Equal Opportunity Employer. As such, PART agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, PART agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for

Employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

## **8. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

49 C.F.R. Part 26

### **Background and Applicability**

The Disadvantaged Business Enterprise (DBE) program applies to FTA recipients receiving planning, capital and/or operating assistance that will award prime contracts (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a Federal fiscal year. All FTA recipients above this threshold must submit a DBE program and overall triennial goal for DBE participation. The overall goal reflects the anticipated amount of DBE participation on DOT-assisted contracts. As part of its DBE program, FTA recipients must require that each transit vehicle manufacturer (TVM), as a

condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, certify that it has complied with the requirements of 49 C.F.R. § 26.49. Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved at the time of solicitation, are eligible to bid.

FTA recipients must meet the maximum feasible portion of their overall goal using race-neutral methods. Where appropriate, however, recipients are responsible for establishing DBE contract goals on individual DOT-assisted contracts. FTA recipients may use contract goals only on those DOT-assisted contracts that have subcontracting responsibilities. See 49 C.F.R. § 26.51(e). Furthermore, while FTA recipients are not required to set a contract goal on every DOT-assisted contract, they are responsible for achieving their overall program goals by administering their DBE program in good faith. FTA recipients and third-party contractors can obtain information about the DBE program at the following website locations:

<https://www.transit.dot.gov/dbe>

<https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise>

### **Flow Down**

The DBE contracting requirements flow down to all third-party contractors and their contracts at every tier. It is the recipient's and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all sub recipients/contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, FTA would look to the recipient to make sure it intervenes to monitor compliance. The onus for compliance is on the recipient.

### **Disadvantaged Business Enterprises**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 1.8 %. **DBE participation is being sought for this procurement.**

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as PART deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the PART. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

e. The contractor must promptly notify PART, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of PART.

**9. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

FTA Circular 4220.1F

**Flow Down**

The incorporation of FTA terms has unlimited flow down.

**Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Piedmont Authority for Regional Transportation requests which would cause Piedmont Authority for Regional Transportation to be in violation of the FTA terms and conditions.

**IN WITNESS WHEREOF**, this supplement of FTA Clauses contained herein has been reviewed and upon signature are adhered to herein by such said contractor, a licensed contractor of the State of North Carolina, and the Contractor by and through a duly authorized representative, and is effective the date and year written below.

**CONTRACTOR'S NAME:** \_\_\_\_\_

**CONTRACTOR'S ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



**10. RECYCLED PRODUCTS**

42 U.S.C. § 6962

40 C.F.R. part 247

2 C.F.R. part § 200.322

**Applicability to Contracts**

The Resource Conservation and Recovery Act, as amended, (42 U.S.C. § 6962 *et seq.*), requires States and local governmental authorities to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. Recipients are required to procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

**Flow Down**

These requirements extend to all third-party contractors and their contracts at every tier and sub recipients and their subcontracts at every tier where the value of an EPA designated item exceeds \$10,000.

**Recovered Materials**

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Printed Name \_\_\_\_\_ Title \_\_\_\_\_

**11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY and VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTION**

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

COMPANY \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

**12. STATE OF NORTH CAROLINA**  
**AFFIDAVIT OF COMPLIANCE WITH N.C. E-VERIFY STATUTES**

I, \_\_\_\_\_ (hereinafter the "Affiant"), duly authorized by and on behalf of \_\_\_\_\_ (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I am the \_\_\_\_\_ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3.  Employer employs 25 or more employees, and is in compliance with the provisions of N.C. General Statute §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.  
 Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. General Statute §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. General Statute §64-26.
5. Employer shall keep the State of North Carolina informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina Statutes.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant  
\_\_\_\_\_  
Printed Name and Title

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

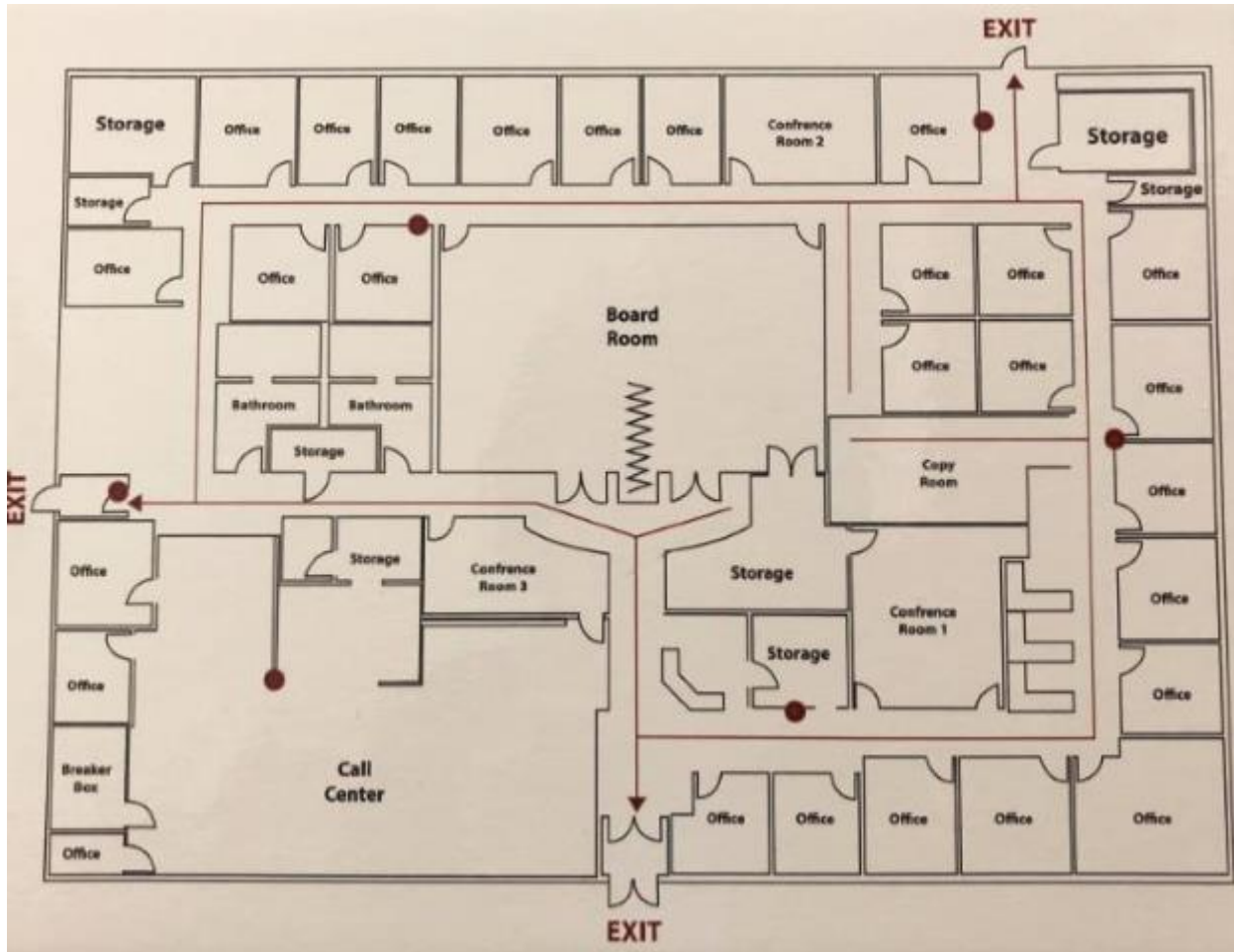
Notary Public \_\_\_\_\_

(SEAL)

My Appointment Expires \_\_\_\_\_

# EXHIBIT C

## Administration Building



# EXHIBIT D

## CTC Passenger Bus Facility

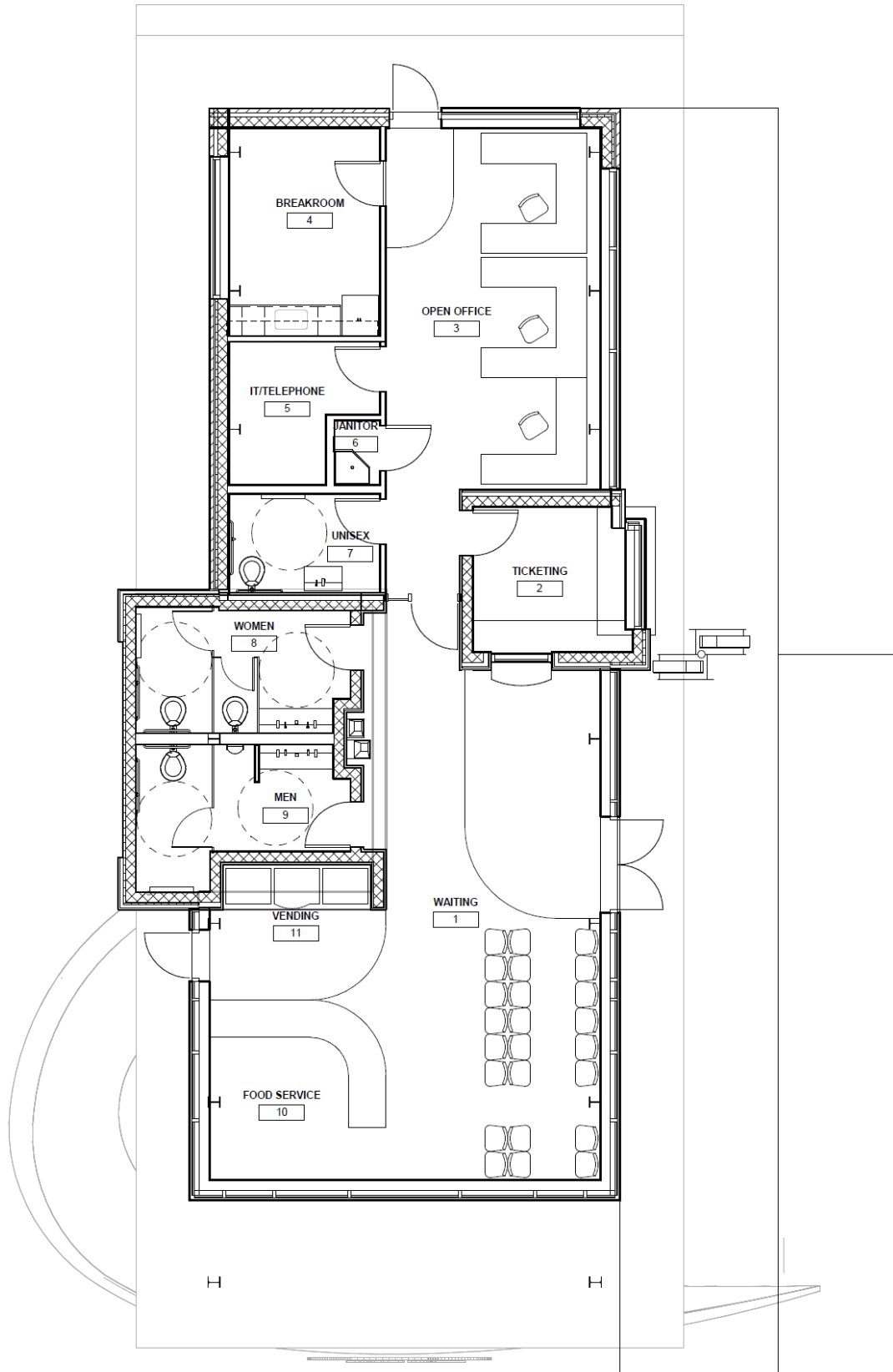
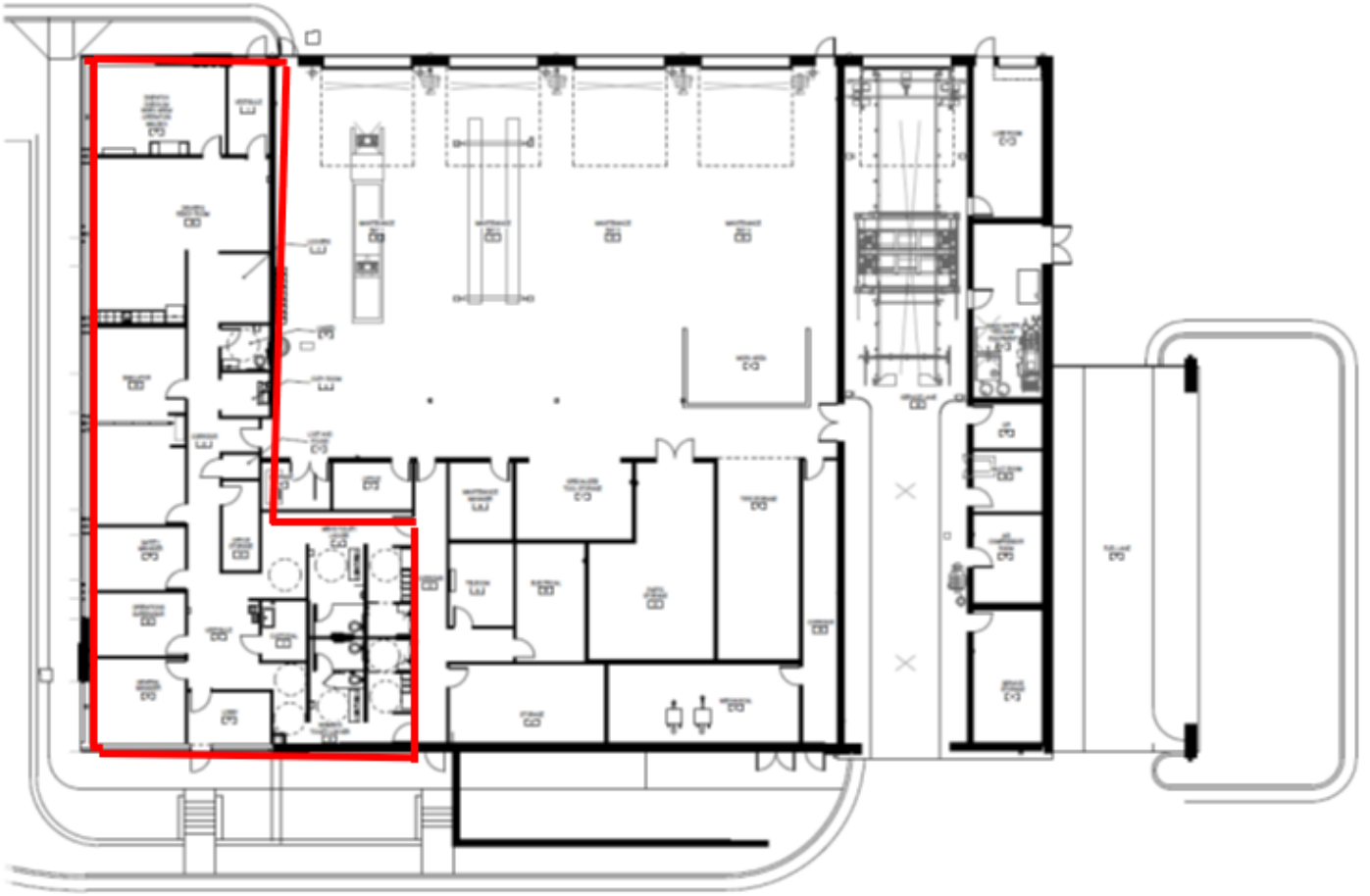


EXHIBIT E

Maintenance Building



**Area boarded in red is the space that is included for janitorial service**